

APPENDIX WP

TABLE OF CONTENTS

1. INTRODUCTION	3
2. SERVICE PROVIDED	3
3. USE OF SUBSCRIBER LISTING INFORMATION.....	5
4. PRICING.....	5
5. ASSIGNMENT	6
6. LIABILITY	6
7. BREACH OF CONTRACT	7
8. TERM.....	7
9. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS	7

**APPENDIX WP
(WHITE PAGES DIRECTORY)**

1. INTRODUCTION

- 1.1 This Appendix sets forth terms and conditions that shall apply to **SPRINT's** switched-based service or **SPRINT's** leasing of unbundled switched ports for End User Listings in White Page directories provided by the applicable SBC Communications Inc. (SBC) owned Incumbent Local Exchange Carrier (ILEC) and **SPRINT**.
- 1.2 Definitions of terms used in this Appendix are contained in the General Terms and Conditions, except as specifically identified herein. The following definitions from the General Terms and Conditions are legitimately related to this Appendix: **SBC-13STATE**, **SBC-SWBT**, **PACIFIC**, **NEVADA**, **SNET**, **SBC-AMERITECH**.
- 1.3 **SBC-AMERITECH**- Except where expressly stated, the terms and conditions for **SPRINT's** switch-based service, **SPRINT's** leasing of unbundled switch ports, and conditions for including **SPRINT** End User listings in **SBC-AMERITECH** White Pages directories as well as distribution of such directories to **SPRINT** and/or **SPRINT** End User's is a product offering available through a non-regulated subsidiary of **SBC-AMERITECH**.

2. SERVICE PROVIDED

- 2.1 **SBC-8STATE** publishes White Pages (WP) directories for geographic areas in which **SPRINT** also provides local exchange telephone service, and **SPRINT** wishes to include alphabetical listings information for its End Users in the appropriate **SBC-8STATE** White Pages directories.
- 2.2 **SPRINT** also desires distribution to its End Users of the WP directories that include listings of **SPRINT's** End Users.
- 2.3 Subject to **SBC-8STATE**'s practices, as well as the rules and regulations applicable to the provision of WP directories, **SBC-8STATE** will include in appropriate WP directories the primary alphabetical listings of all **SPRINT** End Users located within the local directory scope. The rules, regulations and **SBC-8STATE** practices are subject to change from time to time, and, unless otherwise specified in this Appendix, shall be applied on a nondiscriminatory basis throughout the term of this Agreement.
- 2.4 Prior to the issuance of a particular directory and at such time or times as may be mutually agreed, **SPRINT** shall furnish to **SBC-8STATE**, in a form acceptable to both Parties, subscriber listing information pertaining to **SPRINT** End Users located

within the local directory scope, along with such additional information as **SBC-8STATE** may require to prepare and print the alphabetical listings of said directory.

- 2.5 **SPRINT** may provide **SPRINT**'s subscriber listing information to **SBC-8STATE** for inclusion in the WP directory via either a mechanical or manual feed of the listing information to **SBC-8STATE**'s directory listing database.
- 2.6 **SPRINT** may choose to have its End User listings alphabetically interfiled (interspersed) **SBC-8STATE** subscriber listings or published in a separate section of the WP directory. **SBC-8STATE**, at its option, may impose an additional charge associated with separating **SPRINT** End User listings and publishing them in a separate section of the WP directories. Sixty (60) days prior to the business office close date for a particular directory, **SBC-8STATE** shall provide **SPRINT** a verification list of its subscriber listings, as such listings are to appear in the directory. The verification list shall also include Directory Delivery Address information for each **SPRINT** End User. **SPRINT** shall review this verification list and shall submit to **SBC-8STATE** any necessary additions, deletions or modifications within thirty (30) calendar days of the directory close date.
- 2.7 Each **SPRINT** subscriber will receive one copy per primary End User listing of **SBC-8STATE** White Pages directory in the same manner and at the same time that they are delivered to **SBC-8STATE**'s subscribers during the annual delivery of newly published directories. **SBC-8STATE** has no obligation to provide any additional White Page directories above the directories provided to **SPRINT** or **SPRINT** customers after each annual distribution of newly published White Pages. For White Page directories and/or White Page directories that are co-bound with Yellow Pages, **SPRINT** may provide to **SBC-8STATE** written specifications of the total number of directories that it will require, at least sixty (60) days prior to the directory close. In that event, **SBC-8STATE** will deliver the remaining directories included in **SPRINT**'s order in bulk to an address specified by **SPRINT**.
- 2.8 **SBC-8STATE** will provide **SPRINT** with 1/8th page in each directory (where **SPRINT** has or plans to have local telephone exchange customers) for **SPRINT** to include **SPRINT** specific-information (i.e., business office, residence office, repair bureau, etc.) in the WP directory on an "index-type" informational page. No advertising will be permitted on such informational page. This page will also include specific information pertaining to other CLECs. Sixty (60) calendar days prior to the directory close date, **SPRINT** shall provide **SBC-8STATE** with its logo and information in the form of a camera-ready copy, sized at 1/8th of a page. The content of **SPRINT**'s camera-ready copy shall be subject to **SBC-8STATE** approval. In those directories in which **SBC-8STATE** includes Spanish Customer Guide Pages, this informational page will also be provided in Spanish at **SPRINT**'s request, subject to the guidelines set forth above.

- 2.9 At its request, SPRINT may purchase one one-sided “Informational Page” in the informational section of the WP directory covering a geographic area where SPRINT provides local telecommunications exchange service. Such page shall be no different in style, size, color and format than SBC-8STATE “Informational Pages”. Sixty (60) calendar days prior to the directory close date, SPRINT shall provide to SBC-8STATE the “Informational Page” in the form of camera-ready copy.

3. USE OF SUBSCRIBER LISTING INFORMATION

- 3.1 SPRINT authorizes SBC-13STATE to include and use the subscriber listing information provided to SBC-13STATE pursuant to this Appendix in SBC-13STATE’s appropriate printed WP directory and SBC-13STATE’s directory assistance databases. Included in this authorization is the exchange of extended area service listings SBC-13STATE provides for Independent Company directory publications and release of SPRINT listings to requesting competing carriers as required by Section 271(c)(2)(B)(vii)(II) and Section 251(b)(3) and any applicable state regulations and orders. Also included in this authorization is SBC-13STATE’s use of SPRINT’s subscriber listing information in SBC-13STATE’s current and future directory assistance and directory assistance related products and services.
- 3.2 At SPRINT’s written request, SBC-8STATE shall transmit SPRINT’s End User listing information to designated third party directory publishers (limited to publishers that SBC-8STATE transmits its own listing information) for a one-time administrative fee of one hundred dollars (\$100.00) per occurrence, per directory publisher.

4. PRICING

- 4.1 The rates for the services described herein are identified on Exhibit I attached hereto and incorporated by reference. If SPRINT provides its subscriber listing information to SBC-8STATE’s listings database, SBC-8STATE will assess a per book copy, per subscriber line, charge at the time newly published directories are distributed to SPRINT End Users listed in the directory, plus an annual, per book copy charge at the time directories are delivered in bulk to SPRINT. Included in this rate, SPRINT will receive for its End User, one primary listing in SBC-8STATE’s WP directory, a listing in SBC-8STATE’s directory assistance database and, at the time of annual distribution of newly published directories, one copy of the directory provided to either SPRINT’s End Users, or in bulk to SPRINT location. SBC-8STATE has no obligation to warehouse WP directories for SPRINT or provide WP directories to SPRINT’s End Users subsequent to the annual distribution of newly published directories.
- 4.2 SBC-8STATE has no obligation to provide any additional WP directories above the number of directories forecast by SPRINT per Section 2.5 above. While SBC-8STATE has no obligation to provide WP directories to SPRINT or SPRINT End Users after the annual distribution of newly published directories, SBC-8STATE

will in good faith attempt to accommodate SPRINT requests for “Subsequent” directory orders (orders placed after the initial order/forecast is provided - see Section 2.5 above). Orders for directories above the forecast number(s) will be filled subject to availability. In such event, SBC-8STATE will provide the directories in bulk to SPRINT and will assess a per book charge.

- 4.3 Where a SPRINT End User requires additional listings to appear in the WP directory, SBC-8STATE will assess SPRINT a charge for such listings at existing SBC-8STATE tariff rates. An additional charge at SBC-8STATE’s tariff rate applies when SPRINT wishes to list an End User in SBC-8STATE’s directory assistance database but does not wish to have its End-User listed in SBC-8STATE’s WP directory. In addition, for those SPRINT End Users served by SPRINT via a SBC-8STATE unbundled switch port, SPRINT may elect to have its End User unlisted and the listing not published in SBC-8STATE’s WP directory at SBC-8STATE’s tariff rate for those nonpublished, nonlisted services.
- 4.4 For inclusion of SPRINT “Informational Page” in the WP directory, SBC-8STATE shall charge SPRINT an annual fee for inclusion in the Metropolitan area book.

5. ASSIGNMENT

- 5.1 Except as stated in Section 3 herein, SBC-8STATE shall not sublicense, assign, sell or transfer the subscriber listing information provided hereunder, nor shall SBC-8STATE authorize any other company or any person to use the subscriber listing information for any other purpose. SBC-8STATE shall take appropriate measures to guard against any unauthorized use of the listings provided to it hereunder (at least the same measures SBC-8STATE takes to protect its own listings from unauthorized use), whether by SBC-8STATE, its agents, employees or others.

6. LIABILITY

- 6.1 SPRINT hereby releases SBC-8STATE from any and all liability for damages due to errors or omissions in SPRINT’s subscriber listing information as provided to SBC-8STATE under this Appendix, and/or SPRINT’s subscriber listing information as it appears in the WP directory, including, but not limited to, special, indirect, consequential, punitive or incidental damages.
- 6.2 Except to the extent caused by gross negligence, or willful misconduct on the part of SBC-8STATE, SPRINT shall indemnify, protect, save harmless and defend SBC-8STATE (or SBC-8STATE’s officers, employees, agents, assigns and representatives) from and against any and all losses, liability, damages and expense arising out of any demand, claim, suit or judgment by a third party in any way related to any error or omission in SPRINT’s subscriber listing information, including any error or omission related to non-published or non-listed subscriber listing information. SPRINT shall so indemnify regardless of whether the demand, claim or suit by the third party is brought jointly against SPRINT and SBC-8STATE,

and/or against SBC-8STATE alone. However, if such demand, claim or suit specifically alleges that an error or omission appears in SPRINT's subscriber listing information in the WP directory, SBC-8STATE may, at its option, assume and undertake its own defense, or assist in the defense of SPRINT, in which event SPRINT shall reimburse SBC-8STATE for reasonable attorney's fees and other expenses incurred by SBC-8STATE in handling and defending such demand, claim and/or suit.

- 6.3 This Appendix shall not establish, be interpreted as establishing, or be used by either Party to establish or to represent their relationship as any form of agency, partnership or joint venture. Neither Party shall have any authority to bind the other nor to act as an agent for the other unless written authority, separate from this Appendix, is provided. Nothing in the Appendix shall be construed as providing for the sharing of profits or losses arising out of the efforts of either or both of the Parties. Nothing herein shall be construed as making either Party responsible or liable for the obligations and undertakings of the other Party.

7. BREACH OF CONTRACT

- 7.1 If either Party is found to have materially breached this Appendix, the non-breaching Party may terminate the Appendix by providing written notice to the breaching Party, whereupon this Appendix shall be null and void with respect to any issue of SBC-8STATE's WP directory published sixty (60) or more calendar days after the date of receipt of such written notice.

8. TERM

- 8.1 This Appendix shall continue in force for one (1) year. Provided however, either Party may seek to terminate this Appendix by providing sixty (60) calendar days prior written notice by either Party to the other. Upon termination, SBC-8STATE shall cease using, for any purpose whatsoever, the subscriber listing information provided hereunder by SPRINT, and shall promptly return such subscriber listing information to SPRINT.
- 8.2 Upon termination of the interconnection Agreement, this Appendix will be null and void with respect to any issue of directories published thereafter, except that the indemnification provided by Section 6 herein shall continue with respect to any directory published within sixty (60) calendar days of termination.

9. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS

- 9.1 Every interconnection, service and network element provided hereunder, shall be subject to all rates, terms and conditions contained in this Agreement which are legitimately related to such interconnection, service or network element as provided in Section 2.9 of the General Terms and Conditions.

APPENDIX WP**EXHIBIT I
PRICE LIST**

Directory White Pages Price Sheet				
Directory	Price Per Book Copy Delivered in Bulk to CLEC	Price Per Book Copy Delivered to CLEC End User	Price Per Single Sided Informational Page	Price Per Book Copy¹ Ordered After Initial Order
SWBT				

¹ Subject to Availability